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THIS DOCUMENT PREPARED BY: C.P. GEORGIPOULOS

FIRST AMENDMENT TO MORTGAGE

BOOK 1029 PAGE 0597

THIS AGREEMENT made on August 24, 1992 will be called the "Amendment" and is an agreement between John J. Hanly and Eileen M. Hanly (herein the "Mortgagor[s]") and THE NATIONAL COMMERCIAL BANK acting through its New York Branch, sometimes referred to herein as THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH).

Recitals

A. THE NATIONAL COMMERCIAL BANK is a bank duly organized and existing under the laws of the Kingdom of Saudi Arabia with its head office located at P.O. Box 3555, Jeddah, Saudi Arabia, and has been duly licensed to engage in banking in the United States through its New York Branch by the United States Treasury Department, Office of the Comptroller of the Currency since September 1, 1983.

B. By order of the United States Treasury Department, Office of the Comptroller of the Currency, THE NATIONAL COMMERCIAL BANK has been ordered to proceed to close its New York Branch.

C. By reason of the foregoing order of the United States Treasury Department, Office of the Comptroller of the Currency, THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH) is compelled by operation of law to terminate the employment of its employees, including John J. Hanly, [one of the Mortgagors herein] [the Mortgagor herein].

D. THE NATIONAL COMMERCIAL BANK acting through its New York Branch is the holder of a certain mortgage and of the note secured thereby, made by the Mortgagor to THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH) on March 26, 1991 and recorded in mortgage Liber Book #0941, at Page 0188, in the office of the County Clerk of Hunterdon County, New Jersey on April 5, 1991 (herein the "Mortgage"), now a first lien upon the premises described in said Mortgage as security for a loan in the original principal amount of \$160,000 (the "Loan") from THE NATIONAL

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COMMERCIAL BANK (NEW YORK BRANCH) to Mortgagor pursuant to a Promissory Note dated March 26, 1991 (the "Note"). The terms of the Note are included in the terms of the Mortgage, and a copy of the Note is attached to and made a part of the Mortgage. Unless otherwise indicated herein, terms defined herein shall have the same meanings assigned to them in the Mortgage (as supplemented by the Note).

E. Mortgagor and THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH) (hereinafter the "Mortgagee") now desire to make certain modifications to the Mortgage on the terms and conditions set forth herein.

NOW, THEREFORE, on the basis of the foregoing, the parties hereby agree to amend and modify the Mortgage as follows:

1. Pursuant to a First Amendment to Promissory Note, dated the date hereof between the Mortgagor and the Mortgagee (the terms of which are included herein), effective as of February 15, 1992, the rate of interest payable on the unpaid balance of the Loan was reduced to Seven and One-Half percent (7.5%) per year, and the Mortgagor's monthly payments have been reduced to One Thousand One Hundred and Twenty Dollars and Ninety Eight Cents (\$1,120.98), as of said effective date. A copy of the First Amendment to Promissory Note is attached hereto as Exhibit A.

2. The Mortgagor shall pay to the Note Holder the unpaid Principal balance of the Loan together with accrued interest on the earlier of (a) one year from the date of termination of Mortgagor's employment with Mortgagee, or (b) six months from the commencement of Mortgagor's full-time employment with an employer other than Mortgagee. Notwithstanding the termination of Mortgagor's employment with Mortgagee, the interest rate specified in Article 1 above shall apply until the unpaid Principal balance of the Loan becomes due as set forth above, after which time the interest rate may be reset by Mortgagee up to an amount not exceeding the maximum rate allowed by applicable law.

FIRST AMENDMENT TO PROMISSORY NOTE

BOOK 1029 PAGE 0599

THIS AGREEMENT made on August 24, 1992 will be called the "Note Amendment" and is an agreement between John J. Hanly and Eileen M. Hanly (herein the "Obligor[s]") and THE NATIONAL COMMERCIAL BANK acting through its New York Branch, sometimes referred to herein as THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH).

COPY

Recitals

A. THE NATIONAL COMMERCIAL BANK is a bank duly organized and existing under the laws of the Kingdom of Saudi Arabia with its head office located at P.O. Box 3555, Jeddah, Saudi Arabia, and has been duly licensed to engage in banking in the United States through its New York Branch by the United States Treasury Department, Office of the Comptroller of the Currency since September 1, 1983.

B. By order of the United States Treasury Department, Office of the Comptroller of the Currency, THE NATIONAL COMMERCIAL BANK has been ordered to proceed to close its New York Branch.

C. By reason of the foregoing order of the United States Treasury Department, Office of the Comptroller of the Currency, THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH) is compelled by operation of law to terminate the employment of its employees, including John J. Hanly, [one of the Obligors herein] [the Obligor herein].

D. THE NATIONAL COMMERCIAL BANK acting through its New York Branch is the holder of a certain Promissory Note dated March 26, 1991, (the "Note") in the original principal amount of \$160,000 (the "Loan"). Unless otherwise indicated herein, terms defined herein shall have the same meanings assigned to them in the Note. The Note is that certain Promissory Note referred to in a First Mortgage dated March 26, 1991 (the "Mortgage") by which Obligor gave THE NATIONAL COMMERCIAL BANK a mortgage on certain property more specifically described in the Mortgage as security for the Loan.

EXHIBIT "A"

BOOK 1029 PAGE 0600 - 2 -

1. Obligor and THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH) (hereinafter the "Obligee") now desire to make certain modifications to the Note on the terms and conditions set forth herein.

NOW, THEREFORE, on the basis of the foregoing, the parties hereby agree to amend and modify the Note as follows:

1. Effective as of February 15, 1992, the rate of interest payable on the unpaid balance of the Loan was reduced to Seven and One-Half percent (7.5%) per year, and the Obligor's monthly payments have been reduced to One Thousand One Hundred and Twenty Dollars and Ninety-Eight Cents (\$1,120.98) as of said effective date.

2. Obligor shall pay to the Note Holder the unpaid Principal balance of the Loan together with accrued interest on the earlier of (a) one year from the date of termination of employment, or (b) six months from the commencement of Obligor's full-term employment with an employer other than Obligee. Notwithstanding the termination of Obligor's employment with Obligee, the interest rate specified in Article 1 above shall apply until the unpaid Principal balance of the Loan becomes due as set forth above, after which time the interest rate may be reset by Obligee up to an amount not exceeding the maximum rate allowed by applicable law.

3. As of the date hereof, all references in the Note to "THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH), 245 PARK AVENUE, NEW YORK, NEW YORK, 10167" shall be read as "THE NATIONAL COMMERCIAL BANK, P.O. BOX 555, KING ABDUL AZIZ STREET, JEDDAH", and all further payments required pursuant to the Note as amended shall be made payable to the order of CHASE MANHATTAN BANK NY, ABA no. 121000021, for the account of: SNCB BAHRAIN, a/c #001-1742863 or at a different place if required by the Note holder. Any payments to THE NATIONAL COMMERCIAL BANK - JEDDAH shall be made free of any withholding of U.S. taxes, and THE NATIONAL COMMERCIAL BANK has herewith furnished the Obligor with U.S. Internal Revenue Service Form 4224 exempting Obligor from withholding any such taxes.

COPY



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BOOK 1029 PAGE 0601

4. Except as expressly provided herein, all other terms and conditions of the Mortgage and the Note shall remain unchanged.

IN WITNESS WHEREOF the parties signed this Note Amendment on the date first written above.

OBLIGOR: Eileen M. Hanly

OBLIGOR: John J. Hanly

THE NATIONAL COMMERCIAL BANK  
(NEW YORK BRANCH)

NAME: Nicole R. Watts  
TITLE: Vice President

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the 24<sup>th</sup> day of Aug, 1992, before me personally came Eileen M. Hanly, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the 24<sup>th</sup> day of Aug, 1992, before me personally came John Hanly, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

On the 24<sup>th</sup> day of Aug, 1992, before me personally came Nicole R. Watts, to me known, who, being by me duly sworn, did depose and say that she resides at 446 E. 86th Street, NYC, 10028, that is a Vice President of THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH), the bank described in and which executed the foregoing instrument; and that she signed her name thereto by authority of the Executive Committee of said bank.

COPY

JOSEPH A. SHABOUK  
Notary Public, State of New York  
No. 24-4844607  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires July 31, 1993

JOSEPH A. SHABOUK  
Notary Public, State of New York  
No. 24-4844607  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires July 31, 1993

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Notary Public, State of New York  
No. 24-4844607  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires July 31, 1993

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- 3 -

3. As of the date hereof, all references in the Note to "THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH), 245 PARK AVENUE, NEW YORK, NEW YORK, 10167" shall be read as "THE NATIONAL COMMERCIAL BANK, P.O. BOX 3555, KING ABDUL AZIZ STREET, JEDDAH", and all further payments required pursuant to the Note as amended shall be made payable to the order of CHASE MANHATTAN BANK NY, ABA no. 121000021, for the account of: SNCB B/HRAIN, a/c #001-1742863 or at a different place if required by the Note Holder.

4. Except as expressly provided herein, all other terms and conditions of the Mortgage and the Note shall remain unchanged.

IN WITNESS WHEREOF the parties signed this Amendment on the date first written above.

Eileen M. Hanly  
MORTGAGOR: Eileen M. Hanly

John Hanly  
MORTGAGOR: John Hanly

THE NATIONAL COMMERCIAL BANK  
(NEW YORK BRANCH)

NAME: Nicole R. Watts  
TITLE: Vice President

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.:

On the 24th day of Aug, 1992, before me personally came Eileen M. Hanly, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that she executed the same.

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.:

On the 24th day of Aug, 1992, before me personally came John Hanly, to me known to be the individual described in and who executed the foregoing instrument, and acknowledged that he executed the same.

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.:

On the 24th day of Aug, 1992, before me personally came Nicole R. Watts, to me known, who, being by me duly sworn, did depose and say that she resides at 446 E. 86th Street, NYC, 10028, that she is a Vice President of THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH), the bank described in and which executed the foregoing instrument; and that she signed her name thereto by authority of the Executive Committee of said bank.

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JOSEPH A. SHABOUK  
Notary Public, State of New York  
No. 24-4844807  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires July 31, 1993

JOSEPH A. SHABOUK  
Notary Public, State of New York  
No. 24-4844807  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires July 31, 1993

Notary Public

JOSEPH A. SHABOUK  
Notary Public, State of New York  
No. 24-4844807  
Qualified in Kings County  
Certificate filed in New York County  
Commission Expires July 31, 1993

END OF DOCUMENT

BOOK 1021 PAGE 0602

- 3 -

3. As of the date hereof, all references in the Note to "THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH), 245 PARK AVENUE, NEW YORK, NEW YORK, 10167" shall be read as: "THE NATIONAL COMMERCIAL BANK, P.O. BOX 3555, KING ABDUL AZIZ STREET, JEDDAH", and all further payments required pursuant to the Note as amended shall be made payable to the order of CHASE MANHATTAN BANK NY, ABA no. 121000021, for the account of: HNCB BAHRAIN, a/c #001-1742863 or at a different place if required by the Note Holder.

4. Except as expressly provided herein, all other terms and conditions of the Mortgage and the Note shall remain unchanged.

IN WITNESS WHEREOF the parties signed this Amendment on the date first written above.

Eileen M. Hanly  
MORTGAGOR: Eileen M. Hanly

John Hanly  
MORTGAGOR: John Hanly

THE NATIONAL COMMERCIAL BANK  
(NEW YORK BRANCH)

NAME: Nicole R. Watts  
TITLE: Vice President

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.:

On the 24<sup>th</sup> day of April, 1992, before me personally came Eileen M. Hanly, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that she executed the same.

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.:

On the 24<sup>th</sup> day of April, 1992, before me personally came John Hanly, to me known to be the individual described in and who executed the foregoing instrument, and acknowledge that he executed the same.

STATE OF NEW YORK )

COUNTY OF NEW YORK ) ss.:

On the 24<sup>th</sup> day of April, 1992, before me personally came Nicole R. Watts, to me known, who, being by me duly sworn, did depose and say that she resides at 446 E. 86th Street, NYC, 10028, that she is a Vice President of THE NATIONAL COMMERCIAL BANK (NEW YORK BRANCH), the bank described in and which executed the foregoing instrument; and that she signed her name thereto by authority of the Executive Committee of said bank.

Joseph A. Shabouk  
JOSEPH A. SHABOUK  
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